

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **NO5539**Due Date: **12/14/04 at 3:00 P.M.**

Date Sent: November 23, 2004

Agency Contract

Goods and services to be
 purchased:

**AGENCY CONTRACT- PROVIDE A MEDIA CAMPAIGN AND DEVELOP COLLATERAL ITEMS
 INFORMING THE TARGET POPULATION OF THE IMPORTANCE OF CANCER SCREENING AND
 PREVENTION**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: NO5539

Due Date: 12/14/04

Vendor Name:

AGENCY CONTRACT -PROVIDE A MEDIA CAMPAIGN AND DEVELOP COLLATERAL ITEMS INFORMING THE TARGET POPULATION OF THE IMPORTANCE OF CANCER SCREENING AND PREVENTION, PER THE ATTACHED RFP SPECIFICATIONS.

QUESTIONS ON SPECIFICATIONS CALL EVELYN GOWANS AT (801) 538-6006.

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.

RX: 270 54000000009

COMMODITY CODE(S): 91503, 91876, AND 96153

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written

approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

REQUEST FOR PROPOSAL SOLICITATION # NO5539

Advertising Agency for Awareness & Media Outreach Campaign Breast and Cervical Cancer, Prostate and Other Cancers

Utah Department of Health (UDOH)
Utah Cancer Control Program

Purpose of Request for Proposal (RFP)

The primary purpose of this RFP is to enter into a contract with a qualified firm (advertising, marketing, or public relations agency) to provide and operate a media campaign and to develop collateral items informing the target population of the importance of cancer screening and prevention. There are two separate campaigns that are addressed in this RFP – one for Prostate Cancer and the other for Breast and Cervical Cancer Screening. If funding becomes available, additional monies may be dedicated towards awareness campaigns for other cancers. It is anticipated that this RFP may result in a contract award to a single offeror.

This RFP is designed to provide interested offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

Prostate Cancer: This statewide campaign will increase public awareness regarding the importance of men making regular visits to a health care provider to receive appropriate preventive services that should include a discussion about prostate cancer screening. The target group is all Utah men 40 years of age and older, and those men considered at high risk including African American men and those with a family history of prostate cancer.

Breast and Cervical Cancer Screening Recruitment: The intent of this campaign is to recruit eligible women into the statewide breast and cervical cancer-screening program offered at Utah's Local Health Departments. Recruitment may be achieved by raising awareness among priority populations of the importance of yearly breast and cervical cancer screening. The audience of this campaign is medically underserved women between the ages of 50-64 that meet the Utah Cancer Control Program's age and income guidelines, with a focus on women living in rural and frontier communities, as well as women from minority populations.

Other Cancers: Ability to perform a subset of these services for other cancer topics, and other initiatives related to cancer, if funding becomes available.

Background

The mission of the Utah Cancer Control Program (UCCP) is to reduce cancer incidence and mortality in Utah through collaborative efforts that provide services and programs directed toward comprehensive cancer prevention and control. The UCCP works closely with the Utah Cancer Action Network (UCAN) a group of over 100 people from over 60 organizations including hospitals, private clinics, government and community agencies, non-profit organizations and other groups who are working together to reduce cancer incidence and mortality for all Utahns.

UCCP works to implement the goals and objectives of the State Cancer Plan written by these member organizations in 2001. The program also helps reduce morbidity and mortality from breast and cervical cancers by working with Local Health Departments and other community providers statewide by:

- Providing low cost or free breast and cervical cancer screening (including mammograms) to medically

underserved women

- Providing public and professional education about the need for early detection and availability of screening services
- Developing and using a statewide surveillance system to plan evaluates screening and education efforts

Issuing Office and RFP Reference Number

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the UDOH. The reference number for the transaction is Solicitation # NO5539. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

Submitting Your Proposal

One original and 6 identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified.

In order for the proposal to be evaluated and considered for award, the offeror must respond to this RFP by submitting all requested information and addressing all specifications as required herein,. Failure to submit such data or to address all specifications shall be deemed sufficient cause for disqualification of a proposal from further consideration for award. Proposals received in response to this RFP should address the entire project defined herein. No partial proposals will be considered for award. The offeror must certify in its proposal that it includes performance of the complete requirements of this request. Partial responses will not be accepted.

The UDOH is not liable for costs incurred by service providers prior to the issuance of any agreements, contracts, or purchase orders, and will not pay for information solicited or obtained. The information obtained will be utilized in determining suitability of services offered. Subsequent procurement, if any, will be in accordance with appropriate UDOH contractual action.

Proposals should not exceed the space in a 1-inch binder. All sections must be tabbed. Please avoid using vellum paper. Text must be at least 12 point. All materials become property of the State of Utah.

Length of Contract

It is anticipated that this RFP may result in a contract award to a single contractor. The contract resulting from this RFP will be for a period of one year. The contract may be extended beyond the original contract period on a year-to-year basis for up to four (4) additional years at the State's discretion and by mutual agreement based on need and or contractor performance.

Price Guarantee Period

All pricing must be guaranteed for the entire term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing and the UDOH. The State will be given the immediate benefit of any decrease in the market or allowable discount.

Standard Contract Terms and Conditions

Any contract resulting from this RFP will include the Utah Department of Health's standard terms and conditions. These may be obtained by calling (801) 538-6649.

Questions

All questions must be submitted in writing and may be submitted to the Utah Cancer Control Program, Utah Department of Health, via email at: CANCER@UTAH.GOV or via fax at: (801) 538-9495. Questions are due by 3:00 p.m. on December 2, 2004. Answers will be provided via an addendum posted on the Division of Purchasing website.

Discussions with Offerors (Oral Presentation)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense and participation will be limited to no more than 4 individuals from the offering team. At least one team member involved in the oral presentations must be the potential Account Executive to be assigned to the campaign.

Proprietary Information

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

The UDOH reserves the right to use any and all ideas presented in response to the RFP not identified by the offeror as proprietary. Selection or rejection of the proposals does not affect this right of the UDOH. All work products, including but not limited to electronic and physical files, developed in the performance of this contract, is work made for hire as a contribution to a collective work, and as such, is the property of the UDOH. Therefore, the offeror must assign full copyright/trademark ownership to the UDOH.

Scope of Work

The services to be provided by the successful contractor are described below. The agency selected must be able to produce and coordinate a statewide media campaign to promote UDOH's Cancer Program, operate under strict deadlines and within budget; design a campaign that motivates men and women to receive the appropriate cancer screenings for breast, cervical and prostate cancers. The offeror shall address in specific terms its plans for delivering each item. Be sure to separate your campaign proposals and budgets for prostate cancer and for breast and cervical cancers while conforming to the 1-inch binder restriction.

General scope of work relating to both campaigns, will include but not necessarily limited to, the following:

- 1) Offer innovative advice and consultation about messaging, branding and production.
- 2) Update and re-tag existing TV, radio, print and other ads with current information.
- 3) Close-caption all TV spots.
- 4) Carefully traffic and monitor ads to ensure they begin and end on time.
- 5) Produce collateral material in English and Spanish.
- 6) Buy and place all media for the campaign.
- 7) Identify and make use of promotional opportunities, i.e., newspaper advertisements or inserts in newspapers, health fairs, staffing at health fairs, radio, wellness clinics, private providers networks, etc. throughout the state.
- 8) Maximize bonus media. (We require a minimum of one-to-one match in bonus Target Rating Points. For unrated radio markets, we require a minimum of one-to-one match in spots.)
- 9) Coordinate printing of approved collateral.
- 10) Provide public relations assistance, if needed.
- 11) Identify creative and cost-effective promotional opportunities that reach underserved audiences.
- 12) If requested by the UDOH, coordinate pre- and post-test media surveys including staffing, recruitment, and analysis. Telephone surveys to include at least 400 households for each cancer.
- 13) If requested by the UDOH, be able to coordinate up to five focus groups, including recruitment, moderation, and analysis.
- 14) Evaluate the effectiveness of the awareness campaign by analyzing and measuring reach and frequency of the campaign, and other pertinent media statistics that will assist in the overall evaluation of the campaign.
- 15) Maximize resources
- 16) Seek out opportunities to suggest innovative ideas and strategies.
- 17) Be timely and organized.
- 18) Work with a translator who has been approved by the UDOH to provide translation services for this campaign. Coordinate translation of materials in a timely manner.
- 19) Be able to perform a subset of these services for other cancer topics, and other initiatives related to cancer, if funding becomes available.

Campaign Specific Scope of Work

Prostate Cancer: Develop and coordinate a new campaign to increase public awareness regarding the importance of men making regular visits to a health care provider. During regular visits men should receive appropriate preventive screening services, which should include a discussion about prostate cancer screening. The campaign should include new TV, radio, print, other ads and a grassroots campaign. The audience may be both men and women and should include high-risk groups, which includes those with a family history of prostate cancer and African American men.

Website: health.utah.gov/ucan or www.ucan.cc

Breast and Cervical Cancer Screening Recruitment: The goal of campaign is to recruit eligible women into the statewide breast and cervical cancer-screening program offered at Utah's Local Health Departments. The campaign should be multi-faceted (*TV, radio, print, other ads and a grassroots campaign*) and offer collateral items for partners to use on a grassroots level to recruit women in their communities. The audience of this campaign is medically underserved women between the ages of 50-64 that meet the Utah Cancer Control Program's age and income guidelines (250% of Official Federal Poverty Level) with a focus on women living in rural and frontier communities as well as women from minority populations. The campaign is also intended as a partnership building opportunity between breast and cervical cancer screening partners and the Utah Department of Health. Website: health.utah.gov/utahcancer or www.utahcancer.org

Agency Qualifications

The Contractor must have demonstrated experience in media campaign oversight, creation and placement (media buying) of radio and print advertising, public relations, coordinating media campaigns and events and design and development of collateral materials that promote information and public awareness. The proposal must describe the background and capabilities of the offeror and details of how services will be provided. This includes the qualifications and experience of the account executive, graphic designer, accountant, media buyer, public relations, video producer/writer, and other creative staff involved in the project.

Examples of past work must be included as part of the proposal in addition to three current references (company name, contact name, and telephone number).

The offeror should demonstrate a good working knowledge of both mainstream media outlets and specific media resources that reach the underserved, such as Hispanic, other ethnic, and rural audiences. The offeror must be able to begin a marketing campaign upon signing of the contract. The proposal should also include information that will assist UCCP in determining the level of quality and timeliness that may be expected from the offeror. In addition, address offeror's capacity to manage other cancer related campaigns if funding becomes available.

Proposal Response Format

Proposals should be prepared in a straightforward, easy-to-read, and concise manner. Supplemental information should be referenced and included as attachments. Proposals should be limited to the space in a one-inch binder. You may attach no more than one CD and one VHS of work samples per proposal. Include three sample news releases written within the last year.

All proposals must be organized and tabbed with labels for the following headings:

1) Letter of Transmittal. The letter of transmittal should include an introduction of the offeror's company; agency Internet URL; and the name, address, and phone number of the person to be contacted in conjunction with others who are authorized to represent the company in dealing with this RFP. The letter should also include an expression of the offeror's ability and desire to meet the requirements of this RFP. Any other information not appropriately contained in the proposal itself should also be included.

2) RFP Form. The State's Request for Proposal form completed and signed.

3) Executive Summary. The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section. In addition, clearly indicate which services will be subcontracted in this section as well.

4) Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:

- a) A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
- b) A specific point-by-point response, in the order listed, to each requirement in the RFP.

- c) Descriptions and creative concepts for the two campaigns below. Please explain your agency's plan to promote our programs to the intended audience. Include a media buying strategy and specific media outlets and other recommendations for reaching underserved audiences, like ethnic groups and regions of the state. Itemize the hours needed to complete each task that you include in the campaign. You will be evaluated on creativity.

Please describe in narrative format your plan to implement two sample campaigns:

Prostate Cancer: A campaign utilizing a variety of marketing methods. To be completed by the end of June 2005 with a budget of \$250,000. Will include the development of new TV, Radio, and print ads as well as collateral items with a focus on development of times to be used for grassroots efforts.

Breast and Cervical Cancer Screening Recruitment: A campaign utilizing a variety of marketing methods. To be completed by the end of June 2005 with a budget of \$300,000. Will include the development of new TV, Radio, and print ads as well as collateral items with a focus on development of items to be used for grassroots efforts implemented by UCCP screening partners (i.e. Utah's Local Health Departments, Indian Health Services, Community Health Centers, privately practicing health care provider, and other community agencies).

5) Cost Proposal. Cost will be evaluated independently from the technical/creative proposal. Please enumerate all costs on the attached Cost Proposal Form. Your blended hourly rate includes all labor costs for staff (actual salary, fringe benefits, and overhead), and agency profit. Labor may include account supervision, media buying, art direction, planning, consultation, and other labor expenses required to accomplish the needed tasks.

Hard costs, such as talent, printing, and dubbing, will be reimbursed at actual cost. The UDOH does not pay commission on media buys or for other services and does not allow vendors to pay commissions directly to the offeror. All media placement bills will be rendered by the offeror at actual cost. Any commissions/ discounts shall be applied to the services in approved Work Plan not to the offeror's salary.

Include Two Cost Proposal Forms:

- a) A form using your proposed total hours for your proposed Prostate Cancer Media Campaign
- b) A form using your proposed total hours for your proposed Breast and Cervical Cancer Screening Recruitment Media Campaign

Funds to be expended for the Prostate Cancer Media Campaign will not exceed \$250,000 per year. This is the maximum possible annual budget and is not guaranteed. Funds to be expended for the Breast and Cervical Cancer Screening Recruitment Media Campaign will not exceed \$300,000 per year. This is the maximum possible annual budget and is not guaranteed.

The cost of proposed services must be included. The offeror will provide the method by which costs are determined. The State has the authority to evaluate and change the method. The cost of additional services that the offeror may propose will be itemized separately. The planned use of any and all subcontractors must be clearly explained in the proposal. The prime offeror shall be responsible for all costs and contract performances by subcontractors if used.

Cost will comprise 20 percent of the total evaluation. Costs will be evaluated by State Purchasing based on the following:

a) Blended Hourly Rate:

Please provide a blended hourly rate for the tasks described below (see attached sheet “Cost Proposal”). Your “blended” hourly rate is the billable rate for all services and must include all **labor costs for staff, and profit**. Labor may include account supervision, media buying, art direction, planning, consultation and other labor expenses required to accomplish the needed tasks.

b) Number of hours estimated to do the work:

Please provide the number of hours you anticipate per task. In a format like the table below, provide us with the number of hours per task for your agency and subcontractors. The UDOH reserves the right to add and subtract elements and media strategies in order to maximize funds and reach the target audience.

Task	Agency Labor Hours	Subcontractor Hours

6) Evaluation of media buying effectiveness. Because we are a non-profit government agency, we require an aggressive media buyer who will negotiate with stations to provide Low Spot Quotations and Data, Inc. (SQAD) gross cost per rating points for all dayparts purchased for radio. Affidavits of performance are required following each campaign. The target audience for this media buy is men and women ages 45 or over.

a) Demonstrate past media buying effectiveness, including:

- What is your history in obtaining bonus weight and PSA placements?
- What is the size of your media planning/buying department in terms of personnel, number of clients and workload?
- What is your experience in ethnic market placement? If your agency does not have such experience, or that experience is limited, describe the steps your agency would take to ensure that ethnic markets are included in the campaign.

b) Describe your media buying strategy for this campaign.

c) Provide the following information by quarter as applicable for radio and television:

- Low SQAD gross Cost Per Point Average
- Projected Target Rating Points (TRP) total
- Projected Reach and Frequency

Due to the combination of rated and un-rated radio markets, radio ad placement may not have a requirement for gross rating points. We require a minimum of a one-to-one match in bonus TRPs. For un-rated radio markets, we require a minimum of one-to-one match in spots.

Submission to this RFP for the UDOH requires agency or media buying services to be licensed to standard media purchasing resources: Arbitron, Nielson, or SQAD.

7) Agency Facts and History. Provide the size of the agency in number of employees and billings, and a list of premier agency accounts and current and/or former health-related clients. In addition, a list of all accounts lost/resigned or gained during the past two years should also be included.

8) Personnel. A list of all key personnel, including the name of the account executive, who will have direct and significant responsibilities for providing the services specified in this RFP. For each person specified, establish his or her experienced relevant to his or her ability to manage this campaign. Specific to the account executive, provide a list of his or her current accounts and estimated percentage of time that he or she will devote to this campaign.

9) Experience and Qualifications. A statement of the company's and key personnel's previous experience with similar projects and/or any other experience which qualifies him or her to successfully complete the project. Additional information or samples of materials used in previous projects must be submitted with this proposal.

10) Subcontracting. The planned use of any and all subcontractors must be clearly explained in the proposal. However, the prime offeror shall be responsible for all costs and contract performances if subcontractors are used. Current employees of the State of Utah or any other governmental agency and consulting affiliates of the UDOH may not participate as subcontractors of the award. The UDOH has the right to approve all subcontractors and review qualitative research conducted by the subcontractor.

11) Timeframe. Describe how your agency has been able to meet deadlines and work under tight timelines in the past and/or how you plan to do this for our campaigns.

12) References. Provide the names and contact information for 3 current references. At least 2 of your 3 references should be from campaigns that required in-kind contributions from your agency. None of your references should be related to work for past or current Utah Department of Health campaigns.

Proposal Evaluation Criteria

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

- 1) Scope of Work (40 points)
 - a. Creative approach
 - b. Sample creative concepts
 - c. Examples of past work
 - d. Understanding of UCCP mission and concepts
 - e. Realistic allocation of hours for each element
- 2) Specific Staff Experience (20 points)
 - a. Expertise of staff involved in project
 - b. Direct experience in specific project
 - c. Demonstrated ability to reach target audience
- 3) Media Buying (10 points)
 - a. Past media buying effectiveness
 - b. Media buying strategy, CPP, etc.
- 4) Timeframe (5 points)

- a. Demonstrated ability to complete project within required time

5) References (5 points)

6) Cost (20 points)

If the State awards a contract relative to this RFP, the terms of this contract will be based upon the completed proposal of the selected offeror. Therefore, the proposal should contain the most favorable business and technical terms that the offeror can submit to the State. Proposals will be evaluated by the UDOH and selected representatives. Evaluation will be focused toward, but not limited to your ability to successfully respond to the stated scope of services; to successfully complete the project based on qualifications, expertise, and previous experience of staff; ability to start and complete the project within the required time frame; quality of current references; and cost.

Attachment A

Cost Proposal

Cost is to be submitted based on the following:

(Any deviation from this format may result in disqualification of proposal)

1. Agency Costs

Blended hourly rate: \$_____/hr.

Number of hours dedicated to account: _____/hrs.

Number of hours x blended hourly rate = \$_____/total amount

REQUEST FOR PROPOSAL SOLICITATION # NO5514

Advertising Agency for Awareness & Media Outreach Campaign Breast and Cervical Cancer, Prostate and Other Cancers

Utah Department of Health (UDOH)

Utah Cancer Control Program

RFP EVALUATION SCORESHEET

Firm Name: _____

Evaluator Number: _____

Date: _____

Score will be assigned as follows:

- 0 = Failure, no response
- 1 = Poor, inadequate, fails to meet requirement
- 2 = Fair, only partially responsive
- 3 = Average, meets minimum requirement
- 4 = Above average, exceeds minimum requirement
- 5 = Superior

		Score (0-5)	Weight	Points
1. Scope of Services (40 points possible)		----	----	----
Creative Approach	10 points possible	5	X 2	
Sample Creative Concepts	15 points possible	5	X 3	
Examples of Past work	5 points possible	5	X 1	
Understanding of agency mission	5 points possible	5	X 1	
Realistic allocation of hours for each element	5 points possible	5	X 1	
2. Specific Staff Experience (20 points possible)		----	----	----
Expertise of staff involved in project	10 points possible	5	X 2	
Direct experience in specific project	5 points possible	5	X 1	
Demonstrated ability to reach target audience	5 points possible	5	X 1	
3. Media Buying (10 points possible)		-----	-----	
Past media buying effectiveness	5 points possible	5	X 1	
Media buying strategy & CPP, etc.	5 points possible	5	X 1	
4. Timeframe (5 points possible)		-----	----	
Demonstrated ability to complete project within required time	5 points possible	5	X 1	
5. References (5 points possible)		5	X 1	
6. Cost (20 points possible) (Determined by State Purchasing)	20 points possible	----	----	*Inserted by Purchasing
TOTAL EVALUATION POINTS	100 points possible	----	Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)